



5. Does 1-10 (the “Agents”) are individual agents employed by American Express and whose identities are currently unknown to the Plaintiff. One or more of the Agents may be joined as parties once their identities are disclosed through discovery.

6. American Express at all times acted by and through one or more of the Agents.

### **FACTS**

7. Within the last year, American Express contacted Plaintiff in an attempt to collect a consumer debt allegedly owed by the Plaintiff.

8. At all times mentioned herein, American Express called Plaintiff’s cellular telephone, number 269-xxx-0084, by using an automated telephone dialer system (“ATDS”) and an artificial or prerecorded voice.

9. When Plaintiff answered calls from American Express, he was met with a prerecorded message stating there was an important business matter from American Express.

10. During a live conversation on or around June, 2014 with American Express, Plaintiff requested that all communication to his cellular telephone number cease.

11. Despite the foregoing, American Express continued to call Plaintiff at an annoying and harassing rate.

### **COUNT I** **VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT –** **47 U.S.C. § 227, et seq.**

12. The Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

13. Without consent American Express contacted the Plaintiff by means of automatic telephone calls and prerecorded messages at a cellular telephone in violation of 47 U.S.C. § 227(b)(1)(A)(iii).

14. American Express continued to place automated calls to Plaintiff's cellular telephone knowing there was no consent to continue the calls. As such, each call placed to Plaintiff was made in knowing and/or willful violation of the TCPA, and subject to treble damages pursuant to 47 U.S.C. § 227(b)(3)(C).

15. The telephone number called by American Express was assigned to a cellular telephone service for which Plaintiff incurs charges for incoming calls pursuant to 47 U.S.C. § 227(b)(1).

16. The calls from American Express to Plaintiff were not placed for "emergency purposes" as defined by 47 U.S.C. § 227(b)(1)(A)(i).

17. American Express's telephone system has the capacity to store numbers and dial them in a random and sequential manner.

18. As a result of each call made in negligent violation of the TCPA, Plaintiff is entitled to an award of \$500.00 in statutory damages pursuant to 47 U.S.C. § 227(b)(3)(B).

19. As a result of each call made in knowing and/or willful violation of the TCPA, Plaintiff is entitled to an award of treble damages in an amount up to \$1,500.00 pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

### **PRAYER FOR RELIEF**

**WHEREFORE**, the Plaintiff prays that judgment be entered against Defendants:

1. Statutory damages of \$500.00 for each violation determined to be negligent pursuant to 47 U.S.C. § 227(b)(3)(B);
2. Treble damages for each violation determined to be willful and/or knowing pursuant to 47 U.S.C. § 227(b)(3)(C);
3. Such other and further relief as may be just and proper.

**TRIAL BY JURY DEMANDED ON ALL COUNTS**

Dated: January 6, 2015

Respectfully submitted,

By: /s/ Sergei Lemberg, Esq.  
Attorney for Plaintiff Floyd Hantz  
LEMBERG LAW, L.L.C.  
1100 Summer Street  
Stamford, CT 06905  
Telephone: (203) 653-2250  
Facsimile: (888) 953-6237  
Email: [slemberg@leberglaw.com](mailto:slemberg@leberglaw.com)